

## The More You Know – November 24, 2017

Attached is my weekly edition of *The More You Know* which compares YCCD to the arcade game, “Whack-a-Mole.” If you’ve ever played that game, the objective is to try and hit all the moles as they pop-up before time runs out. The YCCD-edition of “Whack-a-mole” has some similarities as well as some differences to the actual arcade game.

- At least one similarity? When you’ve finished the game, you’re usually tired from the physical nature of the game.
- At least one difference? The YCCD-edition isn’t fun. ☹

So, what are some of the moles that the YFA has seen pop-up in the YCCD-edition of “Whack-a-mole?”

- Conditional bargaining
  - The District negotiating team told us in Spring 2016 that the Board would not allow us to negotiate salary and benefits UNTIL we had finished negotiating Workload (Article 4) and Appendix B. Aside from the fact that the District was trying to change the original agreed upon order of negotiation topics (as approved/ratified in the 2015 Tentative Agreement between the YCCD and YFA), conditional bargaining is illegal under the Educational Employment Relations Act (EERA).
  - The District negotiating team told us earlier this Fall 2017 semester that the Board would not provide retroactive pay because it had not provided retroactive pay to CSEA and LTAC. This is conditional bargaining and violates the YFA’s collective bargaining agreement (CBA) with the District as we do not have any “me too” clause in our contract. The District has since changed its position and is offering 6 months of retroactive pay (of only 1%) and retroactive reimbursement for medical expenses only back to October 1, 2017.
- Unilateral change in the conditions of the contract
  - The District negotiating team has told us, repeatedly since Spring 2017, that the Board will not negotiate total compensation based upon the current cohort which is established in Article 14.1 of the contract. They have said that “any discussion is a non-starter.” But while they may try to negotiate a new cohort with us, the District cannot unilaterally change the conditions of the contract. “Total compensation is determined by . . .” our current cohort and disregarding that is a violation of the EERA.
- Direct bargaining
  - The YFA has attempted to negotiate summer pay for faculty who are asked, encouraged, or made to feel obligated to work during the summer to show compliance with the Federal Labor Standards Act. Examples of such summer work are: (1) Academic Senate Presidents (or other Senate members) who are asked to work during the summer for meeting accreditation objectives; (2) nursing faculty who write grants or are required to do other summer work in preparation with local hospitals; (3) counseling faculty who are told that their summer work is “voluntary,” etc.
  - The week following the YFA’s initial discussions on payments for summer work, one of the District’s negotiating team members engaged in direct-bargaining with the Academic Senate regarding summer compensation. Regardless of who initiated the

discussion, this same administrator should have known better and should have stated that it was inappropriate for the District to be negotiating outside the established bargaining practices.

- Submits wrong numbers to the State DataMart
  - YFA has identified that full-time employment numbers for the various groups (CSEA, LTAC, and YFA) do not match the State's DataMart. The District showed little interest about the incongruity between its own local numbers and those reported by them to the State. The District has, supposedly, corrected the 2016-2017 numbers but has demonstrated no urgency in the last decade's worth of data being corrected.
  - YFA has followed-up with the California Community College Chancellor's Office (CCCCO) twice and is awaiting a reply.
- Trustee Interference with Union Members
  - An elected official of the Board of Trustees has made disparaging remarks about the YFA Leadership and, in particular, has made the claim that the current YFA Leadership/Negotiating Team is the reason why the faculty have not received the same 2% raise as other employees. This violates Government Code 3543.5(a) which states that "it is unlawful for a public school employer to. . .otherwise interfere with" employee organizations.
  - This behavior also violates YCCD Board Policy 2715, the Code of Ethics and Standard of Practice for Trustee behavior.
- CCAP Agreements
  - The YCCD was legally required to certify compliance with the CBA between the District and the YFA regarding dual enrollment as stated in California Education Code 76004, subsection "L."
  - The District, however, made agreements without compliance to this requirement.
- Ferrilli Contracts
  - After the Assistant Vice Chancellor of Information Technology resigned, the YCCD hired a Ferrilli employee to serve as the Interim Assistant Vice Chancellor of I.T. That position was paid \$35,000 per month, plus \$5,000 per month in travel expenses (flying back-and-forth from Washington State to the District; other Ferrilli employees flew back-and-forth from Michigan to the District).
  - Although the Interim Assistant Vice Chancellor of I.T. may not have, personally, pocketed \$40,000 a month (since the Ferrilli Company was paid directly), it does show how much money was wasted on a position that would normally have never been paid that much. This is an obscene amount of money, is indefensible, and demonstrates reckless behavior by the District.
  - This violates California Public Contract Code 20651.2 which requires a bidding process, including services done on information technology.
- Due Process Inconsistently Followed
  - Article 39 of the YFA contract outlines the specific steps for faculty due process regarding investigations. However, the District's use of investigations is random, at best, and the YCCD seemed comfortable violating the agreement in Article 39 weeks after it was approved by the Board and ratified by the faculty in the Fall of 2015.
- Brandman University Deal
  - At MJC, the administration made a deal with Brandman University to establish a transfer relationship. An email was sent to the faculty (and other employees) requesting that we help advertise the Brandman University courses that would be taught at MJC.

- The administration seemed utterly blind to the fact that the District has been attempting to negotiate larger class sizes for months with YFA while at the same time it was requesting that we advertise for smaller class sizes for Brandman University classes taught on our campus.
- Additionally, the administration claimed that the email was sent by “human error” while neglecting the fact that the same announcement was on the MJC Facebook page as well as being advertised as an established partnership by Brandman University’s own web announcements. Meetings for interested students wanting to take Brandman University classes at MJC were scheduled for November 30 and December 4.
- Squanders Datatel Money
  - Several years ago, Datatel was installed within the YCCD to improve many of our electronic system reports within the District.
  - After the District installed Datatel, however, it decided to write specific software language to pull reports in ways that individuals at Central Services were used to seeing. This affected the purity of the Datatel software.
  - The YCCD is continuing to renew its license with Datatel for modules it does not (and cannot) use because of the District’s meddling in the software.
  - This is wasted money.

### **Button Campaign**

The YFA has four buttons from which faculty can choose to wear in the classroom, at meetings (including Board meetings), on campus, etc., to initiate discussions. (See attached). Buttons are available at both Columbia College and MJC. If we run out, YFA can order more.

I encourage you to stand united and wear your buttons to demonstrate to the YCCD that its unfair labor practices and wasteful financial practices continue to hurt its relationship with the faculty who produce the FTES and serve our students.

***Stay informed. Stay engaged. Stay united.***

*Jim Sahlman*